



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Agreement with McDonald's Corporation for Easements at 841 East Kettleman Lane

MEETING DATE: September 2, 1998

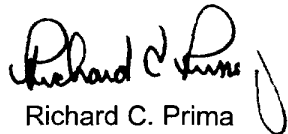
PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute an acquisition agreement with McDonald's Corporation at 841 East Kettleman Lane.

BACKGROUND INFORMATION: As part of the Highway 12 - Kettleman Lane/Highway 99 Interchange Improvements Project, the north side of Kettleman Lane will be widened just west of Beckman Road. To accommodate the widening, it is necessary to acquire 2,054 square feet of property from McDonald's Corporation at 841 East Kettleman Lane. Included with the property acquisition is a temporary construction easement for construction purposes and compensation for existing landscaping and improvements to be removed.

At its June 17, 1998 meeting, City Council awarded the contract for the interchange improvement project. Construction is underway. To ensure the project was not delayed while finalizing the property acquisition and this agreement, McDonald's was very cooperative and granted a right of entry giving permission for the City and its contractor to enter McDonald's property to construct and improve Kettleman Lane. This agreement now finalizes the acquisition. The City Attorney has reviewed and approved this agreement.

FUNDING: \$44,480 - Included in project appropriation.

  
Richard C. Prima  
Public Works Director

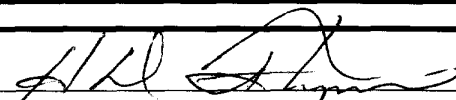
Prepared by Paula J. Fernandez, Associate Traffic Engineer

RCP/PJF/lm

cc: Public Works Administrative Assistant  
Associate Traffic Engineer  
McDonald's Business Owner, Craig Schraeder  
McDonald's Corporation, Dave Lamm

**Attachment**

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

AGREEMENT  
841 East Kettleman Lane  
APN 049-070-27

THIS AGREEMENT, entered into this 3rd day of August, 1998, by and between McDONALD'S CORPORATION, dba DELAWARE McDONALD'S CORPORATION, ~~a Delaware Corporation~~, hereinafter called GRANTOR, and the CITY OF LODI, hereinafter called CITY.

**\* now known as McDonald's Corporation, a Delaware corporation**

In consideration of the mutual covenants, terms, and conditions herein contained, it is hereby mutually agreed that:

1. GRANTOR shall grant to the CITY a street easement for that certain real property in the City of Lodi, County of San Joaquin, State of California, described and shown as Exhibit A:
2. GRANTOR shall also grant to the CITY a temporary street easement which will be used during the course of construction and which will become void 30 days after acceptance of the street improvements. The temporary street easement is described and shown as Exhibit B:
3. It is understood that the City of Lodi, a municipal corporation, has, by virtue of the provisions of the California State Code of Civil Procedure, the right of eminent domain. The City has determined that in order to serve its citizens, it will be necessary to acquire, either by condemnation or purchase, a strip of land along the Kettleman Lane frontage of 841 East Kettleman Lane for the widening of Kettleman Lane and realignment of Beckman Road. In lieu of condemnation proceedings, GRANTOR agrees to grant to CITY, and CITY agrees to accept, street easement deeds for the above described property.
4. CITY shall pay GRANTOR the sum of \$44,480.00 for the property above described when the street easement and temporary street easement deeds are delivered to CITY.

This payment includes but is not limited to payment for:

- A. Street easement and temporary street easement
  - B. Asphalt Paving - 350 square feet
  - C. Landscaped Area - 1,704 square feet
  - D. Palm Trees - 4 mature trees
5. CITY shall record the deed and pay all title, escrow, and recording fees.
  6. This agreement may be recorded.
  7. Herein is set forth the whole of this agreement. The performances of this agreement constitute and shall relieve CITY of all further obligations or claims.

8. This agreement is binding on heirs, executors, administrators, and assigns of the parties hereto.
9. In the event either party hereto breaches the terms, conditions, and covenants of this agreement, then the party prevailing in any suit to enforce this agreement or to restrain the breach thereof shall, in addition to any other relief or damages awarded, be entitled to reasonable attorney's fees and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year hereinabove written.

CITY OF LODI, a Municipal Corporation

\_\_\_\_\_  
H. Dixon Flynn, City Manager



MCDONALD'S CORPORATION, dba  
Delaware McDonald's Corporation ,  
~~Delaware Corporation~~ now known as  
McDonald's Corporation, a Delaware corporation

By: \_\_\_\_\_

Department Director

ATTEST:

\_\_\_\_\_  
Alice M. Reimche, City Clerk



APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

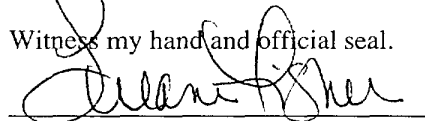
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF ILLINOIS

COUNTY OF DuPAGE

On August 3, 1998, before me, Sueann Fisher, Notary Public, personally appeared Martin W. Chmura, Department Director of McDONALD'S CORPORATION, a Delaware corporation, personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public in and for said State

My commission expires: February 24, 2002



CITY OF LODI  
SAN JOAQUIN COUNTY  
KETTLEMAN LANE

RIGHT-OF-WAY TAKE  
APN: 049-070-27  
(MCDONALD'S CORP.)

EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THAT "PARCEL OF LAND" DESCRIBED IN A GRANT DEED TO MCDONALD'S CORPORATION DATED MARCH 11, 1988, RECORDED IN DOCUMENT NO. 88022156, SAN JOAQUIN COUNTY RECORDS; BEING A PORTION OF THE S. ½ OF THE S. ½ OF THE S.W. 1/4 OF SECTION 7, T.3 N., R. 7 E. M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

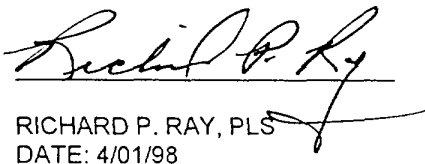
BEGINNING AT A POINT ON THE NORTHERLY LINE OF KETTLEMAN LANE THAT BEARS S 80°48'20" E, 6.921 METERS (22.70 FEET) ALONG SAID NORTHERLY LINE OF KETTLEMAN LANE FROM THE SOUTHWEST CORNER OF THE ABOVE CITED "PARCEL OF LAND"; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF KETTLEMAN LANE S 80°48'20" E, 25.626 METERS (84.08 FEET) BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS S 05°19'50" W, SAID POINT IS ALSO THE MOST WESTERLY CORNER OF PARCEL "A" AS DESCRIBED IN A GRANT DEED TO THE CITY OF LODI DATED OCTOBER 28, 1966, RECORDED IN BOOK 3083 OF OFFICIAL RECORDS AT PAGE 783, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, A RADIUS OF 621.793 METERS (2040.00 FEET), AN ARC LENGTH OF 17.626 METERS ( 57.83 FEET); THENCE S 83°02'43" E, 7.492 METERS (24.58 FEET); THENCE, N 52°42'11" E, 6.020 METERS (19.75 FEET) TO A POINT ON THE WEST LINE OF BECKMAN ROAD BEING 9.144 METERS (30 FEET) WESTERLY OF THE CENTERLINE OF BECKMAN ROAD, SAID POINT IS THE SOUTHWEST CORNER OF PARCEL "B" AS DESCRIBED IN SAID GRANT DEED TO THE CITY OF LODI; THENCE ALONG SAID WESTERLY LINE OF BECKMAN ROAD, N 00°09'47" E, 8.512 METERS (27.93 FEET) TO A POINT OF CUSP FROM WHICH A RADIAL LINE BEARS N 81°19' 35"W; THENCE LEAVING SAID WEST LINE OF BECKMAN ROAD ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, A RADIUS OF 7.406 METERS (24.30 FEET), CENTRAL ANGLE OF 82°32' 56", ARC LENGTH OF 10.670 METERS ( 34.00 FEET); THENCE N 88°46'39" W, 47.602 METERS (156.17 FEET) TO THE POINT OF BEGINNING.

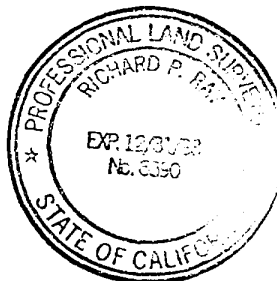
CONTAINING 190.8 Sq. Meters (2054 SQ. FT.), MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S 87°01'38" E BETWEEN A FOUND WELL MONUMENT AT THE SOUTH 1/4 CORNER OF SAID SECTION 7 AND A FOUND NAIL AT THE SOUTHWEST CORNER OF SAID SECTION 7, SAID BEARINGS ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE III AND THE DISTANCES GIVEN ARE GROUND, TO OBTAIN GRID DISTANCES MULTIPLY BY 0.99993600.

THE ATTACHED EXHIBIT "B" IS HEREBY MADE A PART OF THIS DESCRIPTION.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

  
RICHARD P. RAY, PLS  
DATE: 4/01/98



CITY COUNCIL

JACK A. SIEGLOCK, Mayor  
KEITH LAND  
Mayor Pro Tempore  
ROBERT J. JOHNSON  
STEPHEN J. MANN  
PHILLIP A. PENNINO

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710

August 26, 1998

H. DIXON FLYNN  
City Manager  
ALICE M. REIMCHE  
City Clerk  
RANDALL A. HAYS  
City Attorney

Mr. Craig Schraeder  
McDonald's Corporation  
4502 Georgetown Place, Ste. 202  
Stockton, CA 95207

Mr. Dave Lamm  
Real Estate Representative  
McDonald's Corporation  
3009 Douglas Blvd., Ste. 300  
Roseville, CA 95661

SUBJECT: Agreement with McDonald's Corporation for Easements at  
841 East Kettleman Lane

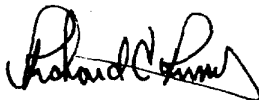
Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, September 2, 1998. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Alice Reimche, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Paula Fernandez at (209) 333-6800, ext. 667.



Richard C. Prima, Jr.  
Public Works Director

RCP/lm

Enclosure

cc: City Clerk ✓